



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

Mortgages—Assumption—Remedy of Mortgagee—Statute of Frauds.—*Flint v. Winter Harbor Land Co.*, 36 Atl. Rep. 634 (Me.). A deed conveyed land subject to a mortgage, "which said mortgage this grantee, by acceptance of this deed, hereby assumes and agrees to pay and fully discharge." Held, that the mortgagee could hold both the mortgagor and the grantee liable in equity or either liable in assumpsit and that after foreclosure, if the property was of less value than the debt, he could recover the deficiency from either or both in equity. The debt is part of the purchase money and the promise is not to pay the debt of another within the Statute of Frauds.

Chattel Mortgage of Sheep.—*First Nat. Bank of Santa Ana v. Errica et al.*, 47 Pac. Rep. 926 (Cal.). A chattel mortgage upon sheep does not extend by implication to wool growing upon them after the mortgage, nor to lambs in gestation at date of mortgage, according to an extension of the principle in *Shorbert v. DeMotta*, 112 Cal. 215, 44 Pac. 487, where such a mortgage was held not to cover lambs subsequently born.

Joint Will—Probate.—*In re Davis' Will, Ia. Appeal of Hodges*, 26 S. E. Rep. 636 (N. C.). An instrument purporting to be the joint will of two parties cannot be probated as a joint will during the life of one of the parties. Such writing may be proved as the separate will of one of the parties on his death, while the other is living.

DAMAGES.

Common Carriers—Delay in Delivery—Damages.—*Mitchell v. Weir*, 43 N. Y. Sup. 1123. Plaintiff shipped by defendant company a bicycle to be used by her during her vacation, she being unable to use it at any other time. There was a failure to deliver the bicycle; at the close of her vacation company offered to deliver it, which was refused. Plaintiff was unable to get another bicycle to ride. Held, that the above facts brought the case within the rule of damages for failure to deliver on the part of the carrier and that damages to the value of the bicycle should be assessed.

Action—Damnum absque Injuria—Expenses of Litigation.—*Andrus v. Bay Creek Ry. Co.*, 36 Atl. Rep. 826 (N. J.). A railway company, after having instituted condemnation proceedings to secure certain land for its use, discontinued such proceedings, thereby put-